GD-121 (Rev. 04/03)

RESIDENT MICHIGAN AGENT OR SURETY

## STATE OF MICHIGAN DEPARMENT OF AGRICULTURE PRODUCER SECURITY SERVICES SECTION P.O. BOX 30017

LANSING, MICHIGAN 48909

| BOND NUMBER  KNOW ALL MEN THESE PRESENTS: That  GRAIIN MERCHANDISER'S OR FARM PRODUCE TRUCKER'S FIRM NAME  of   | GRAIN MERCHANDISER'S A   | AND FARM PRODUCE TRUCKER'S BON  | D  |
|---|--|---|--|
| GRAIN MERCHANDISER'S OR FARM PRODUCE TRUCKER'S FIRM NAME  Of  | BOND NUMBER  |   |  |
| OF CITY STATE BONDING COMPANY OF CITY as SURETY, are jointly and severally held and firmly bound to the Michigan  STATE Department of Agriculture, in the penal sum of ONE HUNDRED THOUSAND Dollars (\$100,000) lawful money of the United States, to the payment of which, well and truly to be made, we bind ourselves and each of us and each of our successors, heirs, executors, administrators and assigns firmly by these presents.  THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bound PRINCIPAL as made application to the Michigan Department of Agriculture for a license to operate as a grain merchandiser or farm produce trucker located at  NOW THEREFORE, if the above bounden PRINCIPAL shall well and faithfully perform and discharge all of the duties as such grain merchandiser or farm produce trucker and comply with all of the laws of this State, and rules and regulations promulgated by the Michigan Department of Agriculture relating thereto, then this obligation to be void and of no effect; PROVIDED HOWEVER, the aggregate liability of the surety on this bond for any one or more claims shall be limited to the aggregate amount of this Bond as specified above. Although this Bond is continuous in nature, the liability shall not be affected by the number of claimants involved in the transactions covered by this bond.  It is further conditioned that this bond may be cancelled by the surety by mailing written notice to the Michigan Department of Agriculture stating when not less than 60 days thereafter such cancellation shall be effective. However, such notice shall not release the SURETY from liability already accrued or which shall accrue before the expiration of said 60 day notes and the time the file of the grain merchandiser or farm produce trucker of his or her obligations in any farm produce trucker is revoked or the bond is canceled as provided in PA 141 of 1939, as amended.  [Seal of Principal]  [Seal of Principal]  [Seal of Principal]  [Seal of Surety]  [Seal of Surety]                                      | KNOW ALL MEN THESE PRI   |   |  |
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| BONDING COMPANY as SURETY, are jointly and severally held and firmly bound to the Michigan  STATE  Department of Agriculture, in the penal sum of ONE HUNDRED THOUSAND Dollars (\$100,000) lawful money of the United States, to the payment of which, well and truly to be made, we bind ourselves and each of us and each of our successors, heirs, executors, administrators and assigns firmly by these presents.  THE CONDITION OF THIS BOND IS SUCH THAT,  WHEREAS, the above bound PRINCIPAL as made application to the Michigan Department of Agriculture for a license to operate as a grain merchandiser or farm produce trucker located at  NOW THEREFORE, if the above bounden PRINCIPAL shall well and faithfully perform and discharge all of the duties as such grain merchandiser or farm produce trucker and comply with all of the laws of this State, and rules and regulations promulgated by the Michigan Department of Agriculture relating thereto, then this obligation to be void and of no effect:  PROVIDED HOWEVER, the aggregate liability of the surety on this bond for any one or more claims shall be limited to the aggregate amount of this Bond as specified above. Although this Bond is continuous in nature, the liability of the SURETY hereunder shall not accumulate for each successive license period during which this Bond is in effect and the liability shall not be affected by the number of claimants involved in the transactions covered by this bond.  It is further conditioned that this bond may be cancelled by the surety by mailing written notice to the Michigan Department of Agriculture stating when not less than 60 days thereafter such cancellation shall be effective. However, such notice shall not release the SURETY from liability afteredy accrued or which shall accrue before the expiration of said 60 day notice.  PROVIDED FURTHER, that this bond shall secure the faithful performance of the grain merchandiser or farm produce trucker is rovked or the bond is canceled as provided in PA 141 of 1939, as amended, whichever comes first. |  |   | Id   |
| STATE  Department of Agriculture, in the penal sum of ONE HUNDRED THOUSAND Dollars (\$100,000) lawful money of the United States, to the payment of which, well and truly to be made, we bind ourselves and each of us and each of our successors, heirs, executors, administrators and assigns firmly by these presents.  THE CONDITION OF THIS BOND IS SUCH THAT,  WHEREAS, the above bound PRINCIPAL has made application to the Michigan Department of Agriculture for a license to operate as a grain merchandiser or farm produce trucker located at  NOW THEREFORE, if the above bounden PRINCIPAL shall well and faithfully perform and discharge all of the duties as such grain merchandiser or farm produce trucker and comply with all of the laws of this State, and rules and regulations promulgated by the Michigan Department of Agriculture relating thereto, then this obligation to be void and of no effect;  PROVIDED HOWEVER, the aggregate liability of the surety on this bond for any one or more claims shall be limited to the aggregate amount of this Bond as specified above. Although this Bond is continuous in nature, the liability of the SURETY hereunder shall not accumulate for each successive license period during which this Bond is in effect and the liability of the SURETY hereunder shall not accumulate for each successive license period during which this Bond is in effect and the liability shall not be affected by the number of claimants involved in the transactions covered by this bond.  IT IS further conditioned that this bond may be cancelled by the surety by mailing written notice to the Michigan Department of Agriculture stating when not less than 60 days thereafter such cancellation shall be effective. However, such notice shall not release the SURETY from liability already accrued or which shall accrue before the expiration of said 60 day notice.  PROVIDED FURTHER, that this bond shall secure the faithful performance of the grain merchandiser or farm produce trucker of his or her obligations whether the grain merchandiser  |  | of  |  |
| STATE Department of Agriculture, in the penal sum of ONE HUNDRED THOUSAND Dollars (\$100,000) lawful money of the United States, to the payment of which, well and truly to be made, we bind ourselves and each of us and each of our successors, heirs, executors, administrators and assigns firmly by these presents.  THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bound PRINCIPAL has made application to the Michigan Department of Agriculture for a license to operate as a grain merchandiser or farm produce trucker located at  NOW THEREFORE, if the above bounden PRINCIPAL shall well and faithfully perform and discharge all of the duties as such grain merchandiser or farm produce trucker and comply with all of the laws of this State, and rules and regulations promulgated by the Michigan Department of Agriculture relating thereto, then this obligation to be void and of no effect.  PROVIDED HOWEVER, the aggregate liability of the surety on this bond for any one or more claims shall be limited to the aggregate amount of this Bond as specified above. Although this Bond is continuous in nature, the liability of the SURETY hereunder shall not accumulate for each successive license period during which this Bond is in effect and the liability shall not be affected by the number of claimants involved in the transactions covered by this bond.  It Is further conditioned that this bond may be cancelled by the surety by mailing written notice to the Michigan Department of Agriculture stating when not less than 60 days therefore the calcaliation shall be effective. However, such notice shall not release the SURETY from liability already accrued or which shall accrue before the expiration of said 60 day notice.  PROVIDED FURTHER, that this bond shall secure the faithful performance of the grain merchandiser or farm produce trucker is revoked or the bond is canceled as provided in PA 141 of 1939, as amended.  IN WITNESS WHEREOF, the aforesaid PRINCIPAL and SURETY have herewith set their and seals this    PRINCIPAL   By      | BONDING  | COMPANY CITY  |  |
| Department of Agriculture, in the penal sum of ONE HUNDRED THOUSAND Dollars (\$100,000) lawful money of the United States, to the payment of which, well and truly to be made, we bind ourselves and each of us and each of our successors, heirs, executors, administrators and assigns firmly by these presents.  THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bound PRINCIPAL. has made application to the Michigan Department of Agriculture for a license to operate as a grain merchandiser or farm produce trucker located at  NOW THEREFORE, if the above bounden PRINCIPAL shall well and faithfully perform and discharge all of the duties as such grain merchandiser or farm produce trucker and comply with all of the laws of this State, and rules and regulations promulgated by the Michigan Department of Agriculture relating thereto, then this obligation to be void and of no effect; PROVIDED HOWEVER, the aggregate liability of the surety on this bond for any one or more claims shall be limited to the aggregate amount of this Bond as specified above. Although this Bond is continuous in nature, the liability of the SURETY hereunder shall not accumulate for each successive license period during which this Bond is in effect and the liability shall not be affected by the number of claimants involved in the transactions covered by this bond.  It is further conditioned that this bond hay be cancelled by the surety by mailing written notice to the Michigan Department of Agriculture stating when not less than 60 days thereafter such cancellation shall be effective. However, such notice shall not release the SURETY from liability already accrued or which shall accrue before the expiration of said 60 day notice.  PROVIDED FURTHER, that this bond shall secure the faithful performance of the grain merchandiser or farm produce trucker of his or her obligations in any farm produce trucker is revoked or the bond is canceled as provided in PA 141 of 1939, as amended.  IN WITNESS WHEREOF, the aforesaid PRINCIPAL and SURETY have herewi |  | Y, are jointly and severally held and firmly bo   | und to the Michigan  |
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| (Seal of Principal)  By  Title  Attest  SECRETARY /WITNESS  (Seal of Surety)  SURETY  By  | merchandiser or farm produce to Department of Agriculture relative PROVIDED HOWEVER, the anount of this Bond as specified accumulate for each successive claimants involved in the transactor IT is further conditioned that the Agriculture stating when not less SURETY from liability already PROVIDED FURTHER, that the her obligations in any farm product of the grain merchandiser or farm whichever comes first. The bond obligations whether the grain merchandiser or the IT with the IN WITNESS WHEREOF, the state of the product of the grain management of the IT with the IN WITNESS WHEREOF, the state of the product of the grain management of the IT with the IT wit with the IT wit | rucker and comply with all of the laws of this ing thereto, then this obligation to be void and ggregate liability of the surety on this bond for d above. Although this Bond is continuous in license period during which this Bond is in effections covered by this bond. is bond may be cancelled by the surety by may see than 60 days thereafter such cancellation shackerued or which shall accrue before the expit is bond shall secure the faithful performance duce transaction outstanding on or after the effect may produce trucker is revoked or the bond is card shall secure the faithful performance of the erchandiser or farm produce trucker is licensed provisions of the Grain Dealers Act No. 141, aforesaid PRINCIPAL and SURETY have he | State, and rules and regulations promulgated by the Michigan of no effect; rany one or more claims shall be limited to the aggregate nature, the liability of the SURETY hereunder shall not fect and the liability shall not be affected by the number of iling written notice to the Michigan Department of all be effective. However, such notice shall not release the ration of said 60 day notice. of the grain merchandiser or farm produce trucker of his or fective date of the bond and outstanding at the time the license inceled as provided in PA 141 of 1939, as amended, grain merchandiser or farm produce trucker of those and or not.  Public Acts 1939 as amended. |
| Title  Attest  SECRETARY /WITNESS  (Seal of Surety)  SURETY  By   | (Seal of Principal)  |   | PRINCIPAL  |
| AttestSECRETARY /WITNESS  (Seal of Surety)  SURETY  By  |  |   | Ву   |
| SECRETARY /WITNESS  (Seal of Surety)  SURETY  By  |  |   | Title  |
| SURETY<br>By  |  |   |  |
| SURETY<br>By  | (Seal of Sur   | rety)   |  |
| ·   | •  |   |  |
|   | COUNTERSIGNED BY:  |   |  |

Section 3 of Act No. 141, Public Acts of 1939 as amended requires that this bond shall run to the department of agriculture (Michigan) with sufficient surety conditioned upon the faithful performance of the duties of a grain dealer and compliance with all laws of the state relating thereto.

Such bond shall show the address and capacity of each storage facility. The term of the bond shall be continuous, and the aggregate liability of the surety on the bond shall be limited to the aggregate amount of the bond set forth on the face hereof. Although the bond is continuous in nature, the liability of the surety shall not accumulate for each successive license period during which this bond is in effect and the liability shall not be affected by the number of claimants involved in the transactions covered by this bond.